

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

ERBSLOEH ALUMINUM
SOLUTIONS, INC.

Plaintiff,

v.

ANCHOR TOOL & DIE CO.
d/b/a ANCHOR MANUFACTURING
GROUP,

Defendant.

Case No. 1:22-cv-01241

HON. PAUL L. MALONEY

MAG. PHILLIP J. GREEN

**ANCHOR MANUFACTURING GROUP'S COUNTERCLAIM
AGAINST ERBSLOEH ALUMINUM SOLUTIONS, INC.**

Defendant/Counter-Plaintiff Anchor Tool & Die Co., d/b/a Anchor Manufacturing Group (hereinafter "Anchor") by and through its attorneys, McDonald Hopkins PLC, states as follows for its Counterclaim against Plaintiff/Counter-Defendant Erbsloeh Aluminum Solutions, Inc. (hereinafter "EAS")

1. Anchor is an Ohio corporation with its business headquarters located in Cleveland, Ohio.
2. Upon information and belief, EAS is a Michigan corporation with its business headquarters located in Portage, Michigan.
3. This Court has personal jurisdiction over the parties.
4. Venue is appropriate in this Court because this Counterclaim is compulsory in nature.

GENERAL ALLEGATIONS

5. Anchor produces metal stamping and complex welded assemblies.
6. EAS develops extruded and surface-finished aluminum profiles.
7. Anchor and EAS entered into multiple Scheduling Agreements (hereinafter the “Agreements”), whereby Anchor agreed to produce specific component parts H0218 LI, W166 RB LH, HO218 RH, W166 RB RH, HO219 LH, X166 RB LH, HO219 RH, and X166 RB RH (the “Parts”), related to running boards to be shipped for use in EAS’s customer’s vehicles.
8. As part of the Agreements, EAS provided various tooling and dies to be used by Anchor in producing the Parts.
9. However, the tooling and dies EAS provided to Anchor for use in producing the Parts were defective and led to slower production and overtime costs.
10. The dies needed to be kept in the same presses for the entirety of the production run and had to be staffed daily, including overtime hours and most weekends, which caused excessive costs to Anchor.
11. The poor tooling and dies conditions directly caused low quality parts and lowered the production efficiency yield from EAS’s supplied blanks.
12. As a result of the poor tooling conditions, Anchor was forced to incur significant costs in work performed on the repair and improvements to the tooling.
13. Indeed, pursuant to Mich. Comp. Laws § 570.553, Anchor has notified EAS of a claim of lien for the repair and improvements to the tooling.
14. Despite Anchor’s good faith efforts to resolve the dispute, EAS has not made payment to Anchor for the repair and improvements to the tooling.

15. As a result of EAS's wrongful acts, Anchor has incurred significant damages, in excess of this Court's statutory minimum, plus costs and attorneys' fees.

COUNT I
BREACH OF CONTRACT

16. Anchor incorporates and re-alleges all preceding paragraphs as if fully set forth herein.

17. Anchor and EAS entered into multiple Agreements.

18. As part of the Agreements, Anchor agreed to produce specific component Parts for EAS.

19. As part of the Agreements, EAS provided various tooling to be used by Anchor in producing the Parts.

20. Anchor has fulfilled all of its obligations to EAS under the Agreements.

21. EAS has materially breached its contractual obligations under the Agreements by, among other things, providing defective tooling and dies, which negatively impacted both part quality and production efficiency and led to excessive overtime costs.

22. As a direct and proximate result of EAS's material breaches of its contractual obligations, Anchor has incurred significant damages, including costs for the repair and improvements to the tooling, for which EAS has not made payment to Anchor.

WHEREFORE, Defendant/Counter-Plaintiff Anchor Tool & Die Co., d/b/a Anchor Manufacturing Group respectfully requests that this Honorable Court grant a judgment in its favor against Plaintiff/Counter-Defendant Erbsloeh Aluminum Solutions, Inc., and award Defendant/Counter-Plaintiff Anchor Tool & Die Co., d/b/a Anchor Manufacturing Group its costs, expenses, interest and attorneys' fees, as any and all further relief in favor of Defendant/Counter-

Plaintiff Anchor Tool & Die Co., d/b/a Anchor Manufacturing Group this Court deems just under the circumstances.

COUNT II
UNJUST ENRICHMENT/QUANTUM MERUIT

23. Anchor incorporates and re-alleges all preceding paragraphs as if fully set forth herein.

24. Anchor conferred a benefit upon EAS by providing repairs and improvements to the defective tooling and dies provided by EAS.

25. EAS has not made payment to Anchor for the repair and improvements made to the tooling.

26. As a result, EAS has been enriched at Anchor's expense.

27. EAS is aware of the enrichment conferred upon it, and Anchor has notified EAS of a claim of lien for the repair and improvements to the tooling and demanded payment, but EAS has refused.

28. Permitting EAS to retain and enjoy the benefit conferred upon it without providing payment to Anchor is unjust and inequitable.

29. Equity demands that Anchor recover the amounts it spent for the repair and improvements to the tooling and dies supplied by EAS, plus interest, attorney's fees, costs and disbursements of this action.

WHEREFORE, Defendant/Counter-Plaintiff Anchor Tool & Die Co., d/b/a Anchor Manufacturing Group respectfully requests that this Honorable Court grant a judgment in its favor against Plaintiff/Counter-Defendant Erbsloeh Aluminum Solutions, Inc., and award Defendant/Counter-Plaintiff Anchor Tool & Die Co., d/b/a Anchor Manufacturing Group its costs,

expenses, interest and attorneys' fees, as any and all further relief in favor of Defendant/Counter-Plaintiff Anchor Tool & Die Co., d/b/a Anchor Manufacturing Group this Court deems just under the circumstances.

Dated: February 2, 2023

Respectfully submitted,

MCDONALD HOPKINS PLC

/s/ John E. Benko

John E. Benko (P58874)

Mitchell A. Capp (P84197)

39533 Woodward Avenue, Ste. 318

Bloomfield Hills, MI 48304

(248) 646-5070

jbenko@mcdonaldhopkins.com

mcapp@mcdonaldhopkins.com

*Counsel for Defendant Anchor Tool & Die Co., d/b/a
Anchor Manufacturing Group, Inc.*